

Ex. D – USSA’s Responses to Plaintiff’s First Interrogatories to Defendants

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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

KARL HANSEN,

Plaintiff,

v.

ELON MUSK; TESLA, INC.; TESLA MOTORS,
INC.; U.S. SECURITY ASSOCIATES; DOES 1
THROUGH 50,

Defendants.

CASE NO.: 3:19-cv-00413-LRH-WGC

**DEFENDANT U.S. SECURITY
ASSOCIATES, INC.'S RESPONSES
TO PLAINTIFF'S
INTERROGATORIES**

PROPOUNDING PARTY: PLAINTIFF KARL HANSEN

RESPONDING PARTY: DEFENDANT U.S. SECURITY ASSOCIATES

SET NO.: ONE

Pursuant to Federal Rule of Civil Procedure 33, Defendant, U.S. Security Associates, Inc. (“USSA”),¹ hereby provides the following responses to Plaintiff KARL HANSEN’s (“Plaintiff”) interrogatories as follow:

INTERROGATORY NO. 1:

Identify each person, other than a person intended to be called as an expert witness at trial, having discoverable information that tends to support a position that you have taken or intend to take in this action, and state that person’s name position, tenure in that position, and a detailed description of the information possessed by that person.

RESPONSE TO INTERROGATORY NO. 1:

USSA objects to this request on the grounds that Plaintiff entered into a binding and enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of commencing this action and further, by subsequently refusing to submit this matter to arbitration. USSA will move the Court for an order to compel Plaintiff’s arbitrable claims and stay Plaintiff’s non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the motion is decided. 9 U.S.C. § 3. USSA further objects to this request as overbroad and unduly burdensome. Objection is further made to the extent this request includes within its scope information that is protected from disclosure by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege, or immunity including business proprietary, trade secret, employee privacy and third party non litigant protections. Defendant further contends this request is premature in light of the Parties’ stipulation (and Court’s Order) extending the discovery cut-off and related dates.

INTERROGATORY NO. 2:

Describe the job title, job description, compensation structure, including bonus potential, and criteria for performance evaluation for any position held by Hansen with any Defendant in 2018.

¹ Defendant U.S. Security Associates, Inc. was acquired by Universal Protection Service, LP DBA Allied Universal Security Services in 2018. U.S. Security Associates, Inc. employees who continued working after the merger are now employees of Allied Universal Security Services and identified accordingly herein.

RESPONSE TO INTERROGATORY NO. 2:

USSA objects to this request on the grounds that Plaintiff entered into a binding and enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of commencing this action and further, by subsequently refusing to submit this matter to arbitration. USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the motion is decided. 9 U.S.C. § 3. USSA further objects to this request as overbroad and unduly burdensome to the extent it seeks information beyond USSA's knowledge, custody, possession, or control. Objection is further made to the extent this request includes within its scope information that is protected from disclosure by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege, or immunity including business proprietary, trade secret, employee privacy and third party non litigant protections.

INTERROGATORY NO. 3:

Identify all persons in Hansen's supervisory chain during his employment with Defendants.

RESPONSE TO INTERROGATORY NO. 3:

USSA objects to "supervisory chain" as vague and ambiguous. USSA objects to this request on the grounds that Plaintiff entered into a binding and enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of commencing this action and further, by subsequently refusing to submit this matter to arbitration. USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the motion is decided. 9 U.S.C. § 3. USSA further objects to this request as overbroad and unduly burdensome. Further, objection is made on the ground that Plaintiff seeks information beyond USSA's knowledge, custody, possession, or control. Objection is further made to the extent this request includes within its scope information that is protected from disclosure by the attorney-client privilege, work-product doctrine

1 or any other applicable protection, privilege, or immunity including business proprietary, trade
2 secret, employee privacy and third party non litigant protections.

3 **INTERROGATORY NO. 4:**

4 Identify and describe the information and criteria that Defendants relied upon in issuing
5 Hansen any negative performance evaluations and/or discipline.

6 **RESPONSE TO INTERROGATORY NO. 4:**

7 USSA objects to this request on the grounds that Plaintiff entered into a binding and
8 enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is
9 further made on the grounds that Plaintiff has breached the contractual arbitration agreement by
10 way of commencing this action and further, by subsequently refusing to submit this matter to
11 arbitration. USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay
12 Plaintiff's non-arbitrable claims against Defendant, the pendency of which effectively stays
13 discovery until the motion is decided. 9 U.S.C. § 3. USSA further objects to this request as
14 overbroad and unduly burdensome. Further, objection is also made to the extent Plaintiff seeks
15 information beyond USSA's knowledge, custody, possession, or control. Objection is further made
16 to the extent this request includes within its scope information that is protected from disclosure by
17 the attorney-client privilege, work-product doctrine or any other applicable protection, privilege,
18 or immunity including business proprietary, trade secret, employee privacy and third party non
19 litigant protections.

20 **INTERROGATORY NO. 5:**

21 Identify and describe the criteria used in the decision to terminate Hansen in June/July 2018
22 and in September of 2018.

23 **RESPONSE TO INTERROGATORY NO. 5:**

24 USSA objects to this request to the extent this request erroneously assumes Defendant
25 terminated Plaintiff's employment. Objection is further made on the grounds that Plaintiff entered
26 into a binding and enforceable agreement to arbitrate his Breach of Contract claims against USSA.
27 Objection is further made on the grounds that Plaintiff has breached the contractual arbitration
28

1 agreement by way of commencing this action and further, by subsequently refusing to submit this
2 matter to arbitration. USSA objects on the grounds that the pendency of USSA's motion to compel
3 arbitration and dismiss or stay this action effectively stays discovery until the motion is decided. 9
4 U.S.C. § 3. USSA further objects to this request as vague, ambiguous, as to the term "terminate"
5 as well as overbroad and unduly burdensome. Further, objection is also made to the extent Plaintiff
6 seeks information beyond USSA's knowledge, custody, possession, or control. Objection is further
7 made to the extent this request includes within its scope information that is protected from
8 disclosure by the attorney-client privilege, work-product doctrine or any other applicable
9 protection, privilege, or immunity including business proprietary, trade secret, employee privacy
10 and third party non litigant protections.

11 **INTERROGATORY NO. 6:**

12 Identify all individuals involved in Hansen's termination decisions and set forth their
13 involvement in same, and set forth the factors, policies and rationales behind each termination
14 decision.

15 **RESPONSE TO INTERROGATORY NO. 6:**

16 USSA objects to this request to the extent it erroneously assumes Defendant terminated
17 Plaintiff's employment. Objection is further made on the grounds that Plaintiff entered into a
18 binding and enforceable agreement to arbitrate his Breach of Contract claims against USSA.
19 Objection is further made on the grounds that Plaintiff has breached the contractual arbitration
20 agreement by way of commencing this action and further, by subsequently refusing to submit this
21 matter to arbitration. USSA will move the Court for an order to compel Plaintiff's arbitrable claims
22 and stay Plaintiff's non-arbitrable claims against Defendant, the pendency of which effectively
23 stays discovery until the motion is decided. 9 U.S.C. § 3. USSA further objects to this request as
24 compound, vague, and ambiguous, as to the term "termination" as well as overbroad and unduly
25 burdensome. Objection is further made to the extent this request seeks information beyond USSA's
26 knowledge, custody, possession, or control. Objection is further made to the extent this request
27 includes within its scope information that is protected from disclosure by the attorney-client
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1 privilege, work-product doctrine or any other applicable protection, privilege, or immunity
2 including business proprietary, trade secret, employee privacy and third party non litigant
3 protections.

4 **INTERROGATORY NO. 7:**

5 Identify and explain in detail Defendants' knowledge of any complaint or communication
6 by Hansen to the Securities Exchange Commission in 2018.

7 **RESPONSE TO INTERROGATORY NO. 7:**

8 USSA objects to this request on the grounds that Plaintiff entered into a binding and
9 enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is
10 further made on the grounds that Plaintiff has breached the contractual arbitration agreement by
11 way of commencing this action and further, by subsequently refusing to submit this matter to
12 arbitration. USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay
13 Plaintiff's non-arbitrable claims against Defendant, the pendency of which effectively stays
14 discovery until the motion is decided. 9 U.S.C. § 3. USSA further objects to this request as
15 compound, vague, ambiguous, overbroad and unduly burdensome. Objection is further made to the
16 extent this request seeks information beyond USSA's knowledge, custody, possession, or control.
17 Objection is further made to the extent this request includes within its scope information that is
18 protected from disclosure by the attorney-client privilege, work-product doctrine or any other
19 applicable protection, privilege, or immunity including business proprietary, trade secret, employee
20 privacy and third party non litigant protections.

21 **INTERROGATORY NO. 8:**

22 Identify and explain in detail Defendants' communications with the Securities Exchange
23 Commission about any complaints Defendants believed to have been made by Hansen.

24 **RESPONSE TO INTERROGATORY NO. 8:**

25 USSA objects to this request on the grounds that Plaintiff entered into a binding and
26 enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is
27 further made on the grounds that Plaintiff has breached the contractual arbitration agreement by
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1 way of commencing this action and further, by subsequently refusing to submit this matter to
2 arbitration. USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay
3 Plaintiff's non-arbitrable claims against Defendant, the pendency of which effectively stays
4 discovery until the motion is decided. 9 U.S.C. § 3. USSA further objects to this request as
5 compound, vague, ambiguous, overbroad and unduly burdensome. Objection is further made to the
6 extent this request seeks information beyond USSA's knowledge, custody, possession, or control.
7 Objection is further made to the extent this request includes within its scope information that is
8 protected from disclosure by the attorney-client privilege, work-product doctrine or any other
9 applicable protection, privilege, or immunity including business proprietary, trade secret, employee
10 privacy and third party non litigant protections.

11 **INTERROGATORY NO. 9:**

12 Identify and explain in detail Defendants' investigations of thefts occurring at Elon Musk,
13 Tesla, Inc., and Tesla Motors, Inc.'s Gigafactory from 2017 to the present, including the cost to
14 Elon Musk, Tesla, Inc., and Tesla Motors, Inc. and their investors, and any and all information
15 communicated to investors concerning the thefts.

16 **RESPONSE TO INTERROGATORY NO. 9:**

17 USSA objects to this request on the grounds that Plaintiff entered into a binding and
18 enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is
19 further made on the grounds that Plaintiff has breached the contractual arbitration agreement by
20 way of commencing this action and further, by subsequently refusing to submit this matter to
21 arbitration. USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay
22 Plaintiff's non-arbitrable claims against Defendant, the pendency of which effectively stays
23 discovery until the motion is decided. 9 U.S.C. § 3. USSA further objects to this request as
24 compound, vague, ambiguous, overbroad and unduly burdensome. Objection is further made to the
25 extent this request seeks information beyond USSA's knowledge, custody, possession, or control.
26 Objection is further made to the extent this request includes within its scope information that is
27 protected from disclosure by the attorney-client privilege, work-product doctrine or any other
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1 applicable protection, privilege, or immunity including business proprietary, trade secret, employee
2 privacy and third party non litigant protections.

3 **INTERROGATORY NO. 10:**

4 Identify and explain in detail Defendants' investigations of the association of Mexican drug
5 cartel members and their alleged narcotic trafficking at the Gigafactory from 2017 to the present,
6 including any and all information communicated by Elon Musk, Tesla, Inc., and/or Tesla Motors,
7 Inc. to investors concerning the cartel involvement.

8 **RESPONSE TO INTERROGATORY NO. 10:**

9 USSA objects to this request on the grounds that Plaintiff entered into a binding and
10 enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is
11 further made on the grounds that Plaintiff has breached the contractual arbitration agreement by
12 way of commencing this action and further, by subsequently refusing to submit this matter to
13 arbitration. USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay
14 Plaintiff's non-arbitrable claims against Defendant, the pendency of which effectively stays
15 discovery until the motion is decided. 9 U.S.C. § 3. USSA further objects to this request as
16 compound, vague, ambiguous, overbroad and unduly burdensome. Objection is further made to the
17 extent this request seeks information beyond USSA's knowledge, custody, possession, or control.
18 Objection is further made to the extent this request includes within its scope information that is
19 protected from disclosure by the attorney-client privilege, work-product doctrine or any other
20 applicable protection, privilege, or immunity including business proprietary, trade secret, employee
21 privacy and third party non litigant protections.

22 **INTERROGATORY NO. 11:**

23 Identify and explain in detail any complaints or allegations made by Hansen when he was
24 employed by any Defendant.

25 **RESPONSE TO INTERROGATORY NO. 11:**

26 USSA objects to this request as overbroad in time and scope and to the extent it seeks within
27 its scope information that is not reasonably calculated to lead to the discovery of admissible
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evidence. Objection is further made on the grounds that Plaintiff entered into a binding and enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of commencing this action and further, by subsequently refusing to submit this matter to arbitration. USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague, ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request seeks information beyond USSA's knowledge, custody, possession, or control. Objection is further made to the extent this request includes within its scope information that is protected from disclosure by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege, or immunity including business proprietary, trade secret, employee privacy and third party non litigant protections.

INTERROGATORY NO. 12:

Identify and explain in detail any complaints or allegations leveled against Hansen when he was employed by any Defendant or thereafter.

RESPONSE TO INTERROGATORY NO. 12:

USSA objects to this request on the grounds that Plaintiff entered into a binding and enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of commencing this action and further, by subsequently refusing to submit this matter to arbitration. USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague, ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request seeks information beyond USSA's knowledge, custody, possession, or control. Objection is further made to the extent this request includes within its scope information that is

1 protected from disclosure by the attorney-client privilege, work-product doctrine or any other
2 applicable protection, privilege, or immunity including business proprietary, trade secret, employee
3 privacy and third party non litigant protections.

4 Dated: March 23, 2020

MARTENSON HASBROUCK & SIMON LLP

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7 By: _____

8 Jeremy T. Naftel
9 Janine M. Braxton
Alex A. Smith

10 Attorneys for Defendant
11 U.S. SECURITY ASSOCIATES
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CERTIFICATE OF SERVICE

I am a citizen of the United States, more than eighteen years old, and not a party to this action. I am employed by the law firm Martenson, Hasbrouck & Simon LLP, and my business address is 455 Capitol Mall, Suite 601, Sacramento, California.

On March 23, 2020, I served true copies of the following document(s):

DEFENDANT U.S. SECURITY ASSOCIATES, INC.'S RESPONSES TO PLAINTIFF'S INTERROGATORIES

in the following manner(s):

X	(By Email or E-Service)	By causing the such document(s) to be emailed or electronically transmitted to the email addresses listed below, pursuant to a court order, an agreement of the parties, or other permissible reason.
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On the following interested part(ies) in this action:

<p><i>Counsel for the Plaintiff</i></p> <p>Joshua D. Buck, Esq. Mark Thierman, Esq. Leah L. Jones, Esq. Thierman Buck LLP 7287 Lakeside Drive Reno, NV 89511 Phone: (775) 284-1500 Fax: (775) 703-5027 josh@thiermanbuck.com</p> <p>Nicholas Woodfield, Esq. R. Scott Oswald, Esq. The Employment Law Group, P.C. 888 17th Street, N.W., Suite 900 Washington, D.C. 20006 (202) 261-2812 (202) 261-2835 (facsimile) nwoodfield@employmentlawgroup.com soswald@employmentlawgroup.com</p>	<p><i>Attorneys for Defendants Elon Musk, Tesla, Inc., and Tesla Motors, Inc.</i></p> <p>Crane M. Pomerantz Sklar Williams, PLLC 410 South Rampart Blvd., Suite 350 Las Vegas, Nevada 89145 cpomerantz@sklar-law.com</p> <p>Christopher F. Robertson Anne V. Dunne Seyfarth Shaw LLP World Trade Center East Two Seaport Lane, Suite 300 Boston, Massachusetts 02210-2028 crobertson@seyfarth.com adunne@seyfarth.com</p>
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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 23, 2020**.

Carol Philip